



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Beards
34

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Turnpikes
September 7, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into three individual Agreements with the firms of AECOM Technical Services, Inc., Manchester, NH, Vendor #174742, HNTB Corporation, Westbrook, ME, Vendor #175663, and Jacobs Engineering Group Inc., Bedford, NH, Vendor #176231; for an amount not to exceed \$750,000.00 each, for on-call Turnpike-related consulting services, effective upon Governor and Council approval through October 31, 2020. 100% Turnpike Funds.

Funds to support this request are available in the following account in State Fiscal Years 2018 and 2019 and are contingent upon the availability and continued appropriation of funds in State FY2020 with the ability to adjust encumbrances between State Fiscal Years if needed and justified:

Table with 4 columns: Account Number, FY 2018, FY 2019, FY 2020. Row 1: 04-96-96-961017-7022 Administration - Support. Row 2: 046-500464 Gen Consultants Non-Benefit. Values: \$750,000, \$750,000, \$750,000.

The Turnpike Administration – Support, AU 7022, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

EXPLANATION

The Department requires professional consulting services to provide on-call Turnpike System services for the Central and Eastern Turnpikes. Typical assignments that are anticipated include all types of traffic and revenue studies, preparation and representation for bond issuances, E-ZPass revenue reconciliation, signing, violation enforcement oversight, high speed tolling and All Electronic Tolling design and oversight of installation for new or retrofit existing facilities, preparation and/or assistance in draft legislation with regard to the turnpike system, turnpike system data and traffic analysis, Toll plaza engineering and design for conventional and Open Road Tolling facilities, development of RFQ/RFP for Special Projects (i.e. Rest Area Redevelopment), air/noise/soundwall studies, equity studies, bridge design, culvert inspection services, and other special turnpike system related assignments.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department’s “Consultant Selection and Service Agreement Procedures” dated December 1999. The Department’s Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for three (3) Statewide On-Call Turnpike System Services contracts. The assignment was listed as a “Project Soliciting for Interest” on the Department’s website on December 23, 2016, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on February 9, 2017 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, six (6) shortlisted firms were notified on February 21, 2017 through a technical

"Request for Proposal" (RFP). Committee members individually rated the firms' technical proposals on April 12, 2017 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the seven firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the shortlisted firms were notified of the results and the three (3) highest-ranking firms were asked to submit a fee proposal for negotiations.

The long and short list of six (6) firms that submitted a Letter of Interest is as follows:

Consultant Firm

Office Location

AECOM Technical Services, Inc.
HNTB Corporation
Jacobs Engineering Group Inc.
McFarland-Johnson, Inc.
Stantec Consulting Services Inc.
WSP-Parsons Brinckerhoff, Inc.

Manchester, NH
Westbrook, ME
Bedford, NH
Concord, NH
Auburn, NH
Manchester, NH

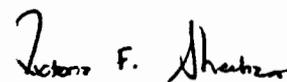
The firms of AECOM Technical Services, Inc., HNTB Corporation, and Jacobs Engineering Group, Inc. have been recommended for the three contracts. These firms have excellent reputations and have demonstrated their capability to perform the required services. Background information on these firms is attached.

AECOM Technical Services, Inc., HNTB Corporation, and Jacobs Engineering Group, Inc. have agreed to furnish the on-call services for an amount not to exceed \$750,000.00 for each contract. The cost for individual Task Orders assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

These Agreements (Statewide On-Call Turnpike System Services 41357, 41358, & 41359) have been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreements are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into three Agreements for consulting services as outlined above.

Sincerely,



Victoria F. Sheehan
Commissioner

PAUL GODFREY, PE

Paul serves as transportation planning/traffic engineering department manager in the Westbrook office and has more than 28 years of experience in the transportation engineering field. His responsibilities include both management and design of transportation projects. Paul has been involved in a wide range of transportation planning and design projects performing transportation planning, civil and site engineering, toll system analysis and design, and traffic engineering analysis and system design. His areas of specialization include analysis of toll systems, transportation planning, traffic signal phasing and timing, intersection layouts, sign and pavement marking design, traffic impact evaluation, transit analysis and design, financial feasibility, air quality assessment, ITS planning and design, data collection, parking layouts, roadway layouts, as well as traffic control and maintenance of roadways. His project experience includes:

New Hampshire Department of Transportation, Bureau of Turnpikes, On-Call Turnpike System Services Contract, Various Locations, NH

Program manager responsible for managing various tasks for the New Hampshire Bureau of Turnpikes under the existing on-call turnpike system services contract. Paul has served as project manager for the following tasks:

- Renewal and Replacement (R&R) Program Assessment
- Dover and Hooksett Welcome Center Financial Feasibility
- Hooksett Welcome Center Facility Management Audit
- ORT Cost-Benefit Assessment
- Maintenance and operations program evaluation
- Valuation of I-95 as part of the Initiative One effort
- Hampton ORT Informational Brochure

New Hampshire Department of Transportation, Bureau of Turnpikes, Hooksett Toll Plaza, Open Road Tolling (ORT), Hooksett, NH

QA/QC traffic manager responsible for reviewing signing and striping plans and details as part of the recently completed Hooksett Toll Plaza ORT project for the Bureau of Turnpikes. Signing plans and details include both overhead and ground mounted ORT signing designed to separate E-ZPass users from cash users prior to the toll plaza.

New Hampshire Department of Transportation, Bureau of Turnpikes, Hooksett Welcome Center RFQ/RFP Development, Hooksett, NH

Lead engineer responsible for working with Bureau of Turnpike staff on the development of a RFQ/RFP for the conversion of the Hooksett rest areas and liquor stores into full service areas with new liquor stores. Paul's responsibilities included development of draft proposal and scoring documents, financial evaluation, technical proposal review, meetings with selection committee, participation in vendor interview, and summarizing proposal scoring.

New Hampshire Department of Transportation, Bureau of Turnpikes, Dover and Hooksett Welcome Center Financial Feasibility Assessment, Dover and Hooksett, NH

Project Manager responsible for working with Bureau of Turnpike staff on the development of a financial feasibility report Welcome Centers with NH Liquor Stores in Dover and Hooksett. These tasks included traffic volume forecasting, conceptual site layouts and cost estimates, financial feasibility assessment, and preparation of a Draft and Final Report.

Maine Turnpike Authority, Transportation Planning Studies, Various Locations, ME Paul has continued involvement in the review and preparation of transportation planning studies for the MTA. Examples of these planning studies include: one-way toll system study, revenue and cost-benefit analysis of a new toll road in Southern Maine, speed study, toll adjustment studies, alternatives program evaluation, toll system evaluation, regional air quality impacts study and analysis of a regional toll system.

FIRM:

HNTB Corporation

ROLE:

Project Manager

EDUCATION:

BS, 1988, Civil Engineering, Northeastern University

Master Courses, 1990-1992, Transportation Engineering, Northeastern University

REGISTRATIONS:

Professional Engineer: ME

AFFILIATIONS:

American Society of Civil Engineers
Institute of Transportation Engineers

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME HNTB Corporation			3. YEAR ESTABLISHED 1993	4. DUNS NUMBER 088229513
2b. STREET 340 County Road			5. OWNERSHIP a. TYPE S-Corporation	
2c. CITY Westbrook	2d. STATE ME	2e. ZIP CODE 04092		
6a. POINT OF CONTACT NAME AND TITLE Paul Godfrey, PE, Vice President			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (207) 774-5155			7. NAME OF FIRM (If block 2a is a branch office) HNTB Holdings, Ltd.	
6c. E-MAIL ADDRESS pgodfrey@hntb.com				

8a. FORMER FIRM NAME(S) (If any)		8b. YEAR ESTABLISHED	8c. DUNS NUMBER
Harrington, Howard & Ash Ash, Howard, Needles, & Tammen Howard, Needles, Tammen, & Bergendoff Howard, Needles, Tammen, & Bergendoff, Inc.	HNTB Management Company HNTB Holdings, Ltd. HNTB Corporation	1914 1995 1928 2004 1940 2005 1993	167876478

9 EMPLOYEES BY DISCIPLINE

10 PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
2	Administrative	907	2	B02	Bridges	10
8	CADD Technician	155	1	C15	Construction Management	10
15	Construction Inspector	170	3	C18	Cost Estimating	9
16	Construction Manager	252	3	D02	Dams, Dikes, Levees	5
48	Project Manager	424	3	D05	Digital Elevation/Terrain Model Development	5
57	Structural Engineer	381	8			
58	Technician Analyst	175	2	E08	Engineering Economics	9
60	Transportation Engineer	642	14	E09	Environmental Impact	9
				H07	Highways, Streets, Airfield Paving	10
				L03	Landscape Architecture	7
				L06	Lighting	8
				P05	Planning	8
				R03	Railroad	10
				R06	Rehabilitation	8
				S09	Structural Design	8
				S10	Surveying	7
				T02	Testing and Inspection Services	8
				T03	Traffic/Transportation Engineering	10
				W02	Water Resources	6
				W03	Water Supply	7
	Other Employees	683				
	Total	3789	36			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

a. Federal Work	9
b. Non-Federal Work	10
c. Total Work	10

- Less than \$100,000
- \$100,000 to less than \$250,000
- \$250,000 to less than \$500,000
- \$500,000 to less than \$1 million
- \$1 million to less than \$2 million
- \$2 million to less than \$5 million
- \$5 million to less than \$10 million
- \$10 million to less than \$25 million
- \$25 million to less than \$50 million
- \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE April 24, 2017
c. NAME AND TITLE Paul Godfrey, PE, Vice President	

John Goudreault, PE

Project Manager

Task Leader - Transportation Infrastructure and Engineering

Firm
AECOM

Education
BS, Civil Engineering, University
of Lowell, 1989

Licenses/Registrations
Professional Engineer: NH, OH,
WV

Years of Experience: 27

Mr. Goudreault has extensive Project Management, Project Engineering, Design, Construction Management, and Inspection experience from a wide variety of complex multi-discipline projects. Utilizing a demonstrated ability to effectively and amicably communicate with clients, design teams, operations & maintenance personnel, contractors, suppliers, and state/local code officials, John provides and coordinates dependable resources for development and implementation of projects of all types.

Project Experience

NHDOT Bureau of Turnpikes, Toll Plaza Renovation – NH Route 16 Dover Toll Plaza Safety Improvements. Project Engineer/Structural Engineer. Performed overall project coordination with the Department and structural design for the improvements and renovations to this toll plaza to strengthen the toll canopy structure and repair/rehabilitate the concrete toll islands,

lanes, treadles, loops, drainage, and other appurtenances. The heavily loaded slender canopy support columns were laterally stiffened by concrete encasements that also incorporated embedded cathodic protection to mitigate further deterioration being caused by road salt build up at the bases, in conjunction with re-painting work. John developed innovative details for access to the canopy structural members through several new removable hatches that were cut into the existing wooden soffit under the canopy to perform the structural steel repairs.

NHDOT Bureau of Turnpikes, Toll Plaza Renovation and Expansion – I-95/NH Route 101 Hampton Ramp Toll Plaza. Project Engineer/Structural Engineer. Performed overall project coordination with the Department and structural layout and design for the phased addition of toll islands and independently supported structural steel canopy extensions on both ends of the plaza. John also designed details for repair/rehabilitation of the entire existing plaza including canopy structure repairs, re-painting, re-roofing, repairs to the concrete toll islands, lane slabs, treadles, loops, drainage, booths and booth supports replacements, and other appurtenances. In addition, John coordinated the multi-discipline repairs and renovations to the canopy lighting and lane signals, and administration building interior & exterior, toll island utilities work, toll booth replacements, and new booth supports. John also inspected and developed repairs / modifications to the access tunnels below the plaza

including concrete repairs and various waterproofing improvements.

NHDOT Bureau of Turnpikes, Toll Plaza Renovation and Tri-Message Prism Signs Installation – I-93 Hooksett Ramp Toll Plaza. Project Engineer / Structural Engineer. Performed overall project coordination with the Department and structural layout and design for the phased renovations. John evaluated multiple options to maintain wide-load vehicle access during the construction which resulted in a temporary bypass lane design outside the limits of the plaza. John inspected and documented the significantly deteriorated tunnel walls concrete conditions and designed concrete repair and waterproofing details to restore the integrity of the tunnel. Canopy mounted structural steel framing was designed to support new Tri-message Prism signs. John coordinated the multi-discipline repairs and renovations to the existing toll islands & booths, toll canopy, and administration building interior, including new canopy lighting and the electrical work for the new Prism Signs.

NHDOT Bureau of Turnpikes, Toll Plaza Modifications for Tri-Message Prism Signs Installation – I-95/NH Route 101 Hampton Ramp Toll Plaza. Project Engineer / Structural Engineer. Subsequent to the earlier plaza renovations, John performed overall project coordination with the Department and structural layout and design to modify the existing plaza to accept new Tri-message Prism Signs

John Goudreault, PE. Continued

including canopy mounted structural steel framing and coordination of related electrical work. Similar structural framing members that had been removed from another plaza were inventoried at a storage site and were designed to be re-utilized for prism signs support at this plaza.

NHDOT Bureau of Turnpikes, Toll Plaza Modifications for Tri-Message Prism Signs Installation – Route 3 /F.E.E.T. Merrimack Exit-10 Ramp Toll Plaza. Project Engineer/Structural Engineer. Performed overall project coordination with the Department (and the Premium Outlets designers/contractors) and performed structural layout and design to modify the existing plaza to accept new Tri-message Prism Signs including canopy mounted structural steel framing, new roofing, and coordination of related prism signs electrical work.

NHDOT Bureau of Turnpikes, Toll Plaza Modifications for Tri-Message Prism Signs Installation – Route 3 /F.E.E.T. Bedford Mainline Toll Plaza. Project Engineer / Structural Engineer. John performed project coordination with the Department and structural layout and design to modify the existing plaza to accept new Tri-message Prism Signs including canopy mounted structural steel framing and coordination of related electrical work.

NHDOT, Interstate-89 Northbound Widening over NH Route 12A: Lebanon, NH (NH 053/100). Bridge Designer. Led the layout and design of a 2-lane widening of the existing 3-span IBC bridge to a total of 4 lanes to facilitate NB and SB traffic as needed for construction phasing of the adjacent bridges. John also provided design support to the team for the new NB and SB bridges over Route 12A, and the wing walls for the I-89 NB and SB over the Plaza Connector bridges.

NHDOT Bridge Design Bureau, Bridge Overweight Permit Reviewer (B.O.P.R.). Bridge Engineer. While sitting in the NHDOT Bridge Design Bureau offices, John assisted the Department by performing truck routing and bridge loading reviews and provided recommendations for permit approvals, conditional approvals (reduced speeds/impact) and re-routing (if warranted) for overweight vehicles throughout the state for various vehicle types and structures utilizing the customized bridge inventory review system created by the NHDOT.

City of Portsmouth NH, US Route 1A over Sagamore Creek (NH 198/034). Project Manager / Project Engineer, Bridge Inspector & Designer, Resident Construction Engineer. John performed detailed snooper-platform inspection of the 98 steel floor beams, 2 main girders, floor grid, bracing

system, and various other components for the deteriorating 3-span 398 foot long steel structure over brackish tidal water. Performed load ratings for affected components, and designed extensive interim repairs including 14 supplementary floor beams, additional reinforcements to other floor beams, bracing, gusset plates, and girders. Unique floor beams installation and connections detailing was required to laterally install the beams and transfer loads without removing the open steel grid deck. John prepared the contract plans and specifications, and coordinated the construction, including traffic detours for bridge closure, as the Owner's resident site engineer.

City of Rochester NH, Inspection and Replacement of stream crossing at Salmon Falls Road over Heath Brook (NH 081/124). Project Engineer, Bridge Inspector and Designer, Resident Construction Engineer. John mobilized on short notice to perform a detailed structural inspection of the deteriorated existing 26 foot wide cast-in-place concrete slab structure and dry-laid stone wing walls which had been severely damaged by recent flooding events.

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME AECOM Technical Services, Inc.			3. YR ESTABLISHED 1970	4. DUNS NUMBER 003184462 (ATS HQ DUNS)
2b. STREET 1155 Elm Street, Suite 401			5. OWNERSHIP	
2c. CITY Manchester	2d. STATE NH	2e. ZIP CODE 03101	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE John Goudreault, Senior Project Manager			b. SMALL BUSINESS STATUS Large	
6b. TELEPHONE NUMBER 603.606.4813			6c. E-MAIL ADDRESS john.goudreault@aecom.com	
7. NAME OF FIRM (If block 2a is a branch office) AECOM Technical Services, Inc.				

8a. FORMER FIRM NAME(S) (If any) URS Group, Inc. (acquired in 2014) Former name of AECOM Technical Services, Inc. (ATS): Earth Tech, Inc. Affiliated companies of ATS: AECOM, Inc. (formerly ENSR Corp.) AECOM USA, Inc. (formerly DMJM + Harris, Inc., Metcalf & Eddy, Inc.)	8b. YR. ESTABLISHED URS: 1999 ATS: 1970 AECOM, Inc.: 1968 AECOM USA, Inc.: 1930	8c. DUNS NUMBER URS: 620908608 ATS: 003184462 AECOM, Inc.: 127090947 AECOM USA, Inc.: 623160400
--	---	---

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
01	Acoustical Engineer	41	1	A05/A06	Airports; Terminals and Hangars; Lighting; Fueling	10
02	Administrative	1485	3	C15	Construction Management	10
07	Biologist	250	1	C14	Conservation and Resource Management	9
08	CADD Technician	722	1	C18	Cost Estimating; Cost Eng. & Analysis	8
12	Civil Engineer	1433	2	D04	Design-Build – Preparation of RFPs	8
15	Construction Inspector	687	1	E02	Educational Facilities; Classrooms	9
19	Ecologist	114	2	E07	Energy Conservation; New Energy Sources	10
23	Environmental Engineer	665	4	E09	Env. Impact Studies, Assessments or Statements	10
24	Environmental Scientist	1010	10	G01	Garages; Vehicle Maint. Facilities; Parking Decks	8
30	Geologist	659	4	G04	GIS: Development, Analysis, & Data Conversion	8
34	Hydrologist	47	3	H01	Harbors; Jetties; Piers; Ship Terminal Facilities	8
36	Industrial Hygienist	35	4	H03	Hazardous; Toxic; Radioactive Waste Remediation	10
42	Mechanical Engineer	294	2	H07	Highways; Streets; Airfield Paving; Parking Lots	10
50	Risk Assessor	50	2	M05	Military Design Standards	10
57	Structural Engineer	680	2	O01	Office Buildings; Industrial Parks	10
58	Technician/Analyst	190	1	P06	Planning (Site, Installation & Project)	10
				R06	Rehabilitation (Buildings; Structures; Facilities)	10
				S05	Soils & Geologic Studies; Foundations	8
				S09	Structural Design; Special Structures	8
				S10	Surveying; Platting; Mapping; Flood Plain Studies	8
				S11	Sustainable Design [subset of other categories]	[10]
	Other Employees	75,673	1	T03	Traffic & Transportation Engineering	10
	Total (all AECOM entities)	84,035	44	W03	Water Supply; Treatment & Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	10	1	Less than \$100,000	6	\$2 million to less than \$5 million
b. Non-Federal Work	10	2	\$100,000 to less than \$250,000	7	\$5 million to less than \$10 million
c. Total Work	10	3	\$250,000 to less than \$500,000	8	\$10 million to less than \$25 million
		4	\$500,000 to less than \$1 million	9	\$25 million to less than \$50 million
		5	\$1 million to less than \$2 million	10	\$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE
Randal R. Castro

b. DATE
November 28, 2016

Randal R. Castro – Senior Vice President, National Governments Market Sector Leader



JAMES (JAY) M. JOHNS III

Project Manager

Years of Experience: 23

Education:

- BS, Industrial Technology, concentration in Construction Engineering, Roger Williams University, Bristol, RI, 1992

Professional Associations:

- Member, IBTTA Roadside Operations Subcommittee

Background:

With over 20 years in the tolling industry, both as a consultant and a systems integrator, Jay brings comprehensive hands-on experience in the tolling industry. His experience spans a variety of skill sets from tolling systems and operations to procurement, design oversight, conceptual planning, system assessments and validations. Applying these skill sets Jay has successfully managed and delivered a diverse portfolio of projects including Conventional Tolling, Open Road Tolling (ORT) / All Electronic Tolling (AET), HOT Lanes, Back Office systems and Violation/Video Enforcement Systems (VES). Jay's management approach focuses on meeting the project goals and objectives while effectively balancing resources, budget and instilling a collaborative team environment throughout the project or task.

Relevant Project Experience:

New Hampshire DOT, Bureau of Turnpikes, New Hampshire – Project Manager

Serving as Project Manager under both previous and current statewide on-call toll services contracts, Jay has supported a variety of efforts for the NHDOT's Bureau of Turnpikes. Jay has managed Jacobs's staff in the oversight for the implementation of a new Cash/E-ZPass Conventional Toll Collection System. Jay also managed the efforts to assist the NHDOT in the re-procurement of an E-ZPass back office system and operations. This effort focused on working closely with NHDOT staff to perform a comprehensive assessment of the current back office system, developing detailed functional requirements and subsequently a RFP bid package for solicitation. This effort also included the conductance of several industry RFI's to better align the NHDOT's procurement with the tolling industry practices. Efforts are now focused on assisting the NHDOT in the implementation oversight of the new back office provider. Additionally, at the request of the NHDOT, Jay assembled a team of specialized individuals to perform a risk assessment to evaluate both the technical and operational security of the toll system. The resulting product was to identify areas of potential technical, operational or revenue risks and to provide mitigation recommendations to the NHDOT.

MnPASS HOT Lanes, Minnesota DOT, Minnesota – Project Manager

Jay is currently serving as the Project Manager for a task to assist MnDOT in the re-procurement of both a new roadside equipment and back office for the MnPASS HOT lanes program. Preliminary efforts also focused on providing a technological assessment of RFID protocols and available technologies for roadside systems. The synthesis of this study is to provide a recommendation for transitioning from the current ASTM v6 protocol to new protocol(s) which may better align the MnPASS program to meet MAP-21 requirements. The result of this study was plan in which MnDOT would assume responsibility for the replacement of the roadside system and outsource the back office services. Jay directly managed the development of two RFP documents in parallel effort to secure both roadside hardware and back office services to support the MnPASS program.

Newport/Pell Bridge E-ZPass Implementation, Newport, Rhode Island – Project Manager

As Project Manager, assisted the Rhode Island Turnpike and Bridge Authority in the procurement of a new Back Office provider. Activities included the development of new E-ZPass policy and business rules, bid package preparation, vendor selection and contract oversight. ACS/ Xerox was the successful bidder and implementation oversight was provided to ensure that the back office was brought on-line on time and within compliance of the specifications. In a parallel effort also implemented a new E-ZPass toll

collection system at its Newport/Pell Bridge toll plaza. Efforts included an initial needs assessment, evaluation of the current toll system, operations and business rules, developing a requirements and bid document package to procure a new toll system integrator (Telvent), design oversight, Factory Testing, installation and final commissioning of the new E-ZPass system.

NY MTA Bridges and Tunnels On-Call Toll Services – Project Manager

As Project Manager, Jay oversees the execution and management of several task orders to support the New York MTA in various tolling efforts. Most recently, Jay managed the support and resources to assist the MTA in converting the Brooklyn Battery Tunnel and Queens Midtown Tunnel to All Electronic Tolling (AET). This task order was fast tracked by the Governor's office to include a complete conversion from conventional cash collection to AET. Working with the MTA, its toll systems integrator and back office provider the conversion was designed, tested and implemented within 6 months.

TBTA Henry Hudson Bridge AET Gateless Tolling Pilot Test – Project Manager

As Project Manager, Jay supported the Triborough Bridge and Tunnel Authority (TBTA) in executing an All Electronic Tolling (AET) system at the Henry Hudson Bridge (HHB) for the purposes of evaluating the potential impacts of implementing Gateless Tolling and ultimately AET. Efforts included a full range of activities ranging from overall project management overseeing TBTA's toll system provider, Telvent, to final testing and commissioning. Jay worked closely with both TBTA and Telvent to maintain a cohesive team approach to delivering a Pilot AET system at the HHB to support the Gateless Tolling pilot program.

Metropolitan Washington Airports Authority, Dulles Toll Road – Task Manager

Under an on-call contract with the Metropolitan Washington Airports Authority (MWAA), Jay provided support for the replacement of an aging toll collection system on the Dulles Toll Road (DTR). The current system is beyond its useful life expectancy and with a high percentage of E-ZPass penetration the DTR is poised to migrate to a more effective means of toll collection. In working closely with MWAA staff, Jay strived to understand the current needs, combine these with DTR strategic initiatives to develop new functional specifications. These new specifications were developed to accommodate a near term replacement while maintaining flexibility for growth and potential migration to AET. In addition to the requirements development this task also involved the coordination and blending of multiple factions within the MWAA organization. As MWAA is relatively new to the tolling industry (having just taken ownership of the DTR from VDOT) it was imperative that a cohesive understanding of the DTR operations was achieved to foster future growth and planning. Jacobs worked closely with multiple entities to help create, provide understanding and establish a unified approach to the project.

Washington State DOT, General Toll Consultant Services – Technical Advisor

Provided support to WSDOT for the implementation of a new AET system on the SR520 Bridge. During this project he participated in efforts that involved system planning and design reviews with the System Integrator to ensure contract compliance and achievement of functionality. He further participated and performed factory and site acceptance testing of the AET system both at the integrators facility and on-site. Jay also provided integrator scheduling and document closeout support. Under a separate task Jay conducted a procurement risk analysis of bid package material for the Roadside Toll System (RTS) in which a contractor was to be selected to provide tolling systems on an Indefinite Time Indefinite Quantity (ITIQ) type contract. Here the intention was to preemptively identify potential challenges or risks prior to bid advertisement that may be encountered during procurement, contract negotiations as well as project execution. Results of this analysis allowed for changes in RFP language to provide better clarification and also provided mitigating procedures in the event of any problem.

Texas Department of Transportation, Tolling Systems Technical Provisions – Project Manager

As Project Manager, initial responsibilities included providing technical support to develop detailed AET technical provisions to be used as basis for a Comprehensive Development Agreement (CDA). Additional activities included review and evaluation of proposals received from prospective contractors. As a result Raytheon was awarded the contract where follow on efforts included such activities as general contractor management, design and review sessions for multiple roadways, initial system testing and lane commissioning and annual system performance audit to ensure system performance and compliance was maintained. Under additional tasks assigned by Authority also provided preliminary planning for several managed lanes facility. Efforts here focused on determining conceptual system design and working with Raytheon to establish cost estimates and subsequent project contract supplements.

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

A complete list of ACAS Reports can be located using our corporate-wide DUNS# 074103508

2a. FIRM (OR BRANCH OFFICE) NAME Jacobs Engineering Group Inc.			3. YEAR ESTABLISHED 2008 (See Box 8a-8c below)	4. DUNS NUMBER 809215697
2b. STREET 2 Executive Park Drive			5. OWNERSHIP	
2c. CITY Bedford	2d. STATE NH	2e. ZIP CODE 03110	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Robert R. Prud'homme, PE, Senior Project Manager			b. SMALL BUSINESS STATUS No	
6b. TELEPHONE NUMBER 603-666-7181		6c. E-MAIL ADDRESS Robert.Prudhomme@jacobs.com		7. NAME OF FIRM (If block 2a is a branch office) Jacobs Engineering Group Inc 1999 Bryan Street, Suite 1200 Dallas, TX 75201
8a. FORMER FIRM NAME(S) (If any) Edwards and Kelcey, Inc. (Acquired by Jacobs in 2007) Jacobs Engineering Group Inc. (Company Headquarters)			8b. YR. ESTABLISHED 1946 1947	8c. DUNS NUMBER 964892384 074103508

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
08	CADD Technician	241	1	A05	Airports; Nav aids; Airport Lighting; Aircraft	1
12	Civil Engineers	599	9	A06	Airports; Terminals; & Hangars; Freight	4
13	Communications Engineer	13	0	B02	Bridges	2
15	Construction Inspectors	186	2	C12	Communications Systems; TV; Microwave	2
16	Construction Managers	1001	1	C15	Construction Management	1
18	Cost Engineers/Estimators	382	0	D04	Design-Build – Preparation of RFPs	1
20	Economists	25	0	E03	Electrical Studies and Designs	2
21	Electrical Engineers	1225	2	E09	Environmental Impact Studies, Assessments	3
22	Electronics Engineers	312	0	E10	Environmental & Natural Resource Mapping	1
23	Environmental Engineers	142	0	G01	Garages; Vehicle Maint Facilities; Parking	1
24	Environmental Scientists	129	0	H07	Highways; Streets; Airfield Paving; Parking	5
27	Foundation/Geotechnical Engrs	14	0	I04	Intelligent Transportation Systems	1
29	GIS Specialists	9	0	L06	Lighting (Exteriors; Streets; Memorials; Etc.)	1
42	Mechanical Engineer	1683	0	P05	Planning (Community; Regional; Areawide &	1
47	Planners: Urban/Regional	109	3	P06	Planning (Site, Installation and Project)	1
48	Project Managers	427	0	R03	Railroad and Rapid Transit	1
54	Security Specialist	12	0	R06	Rehabilitation (Buildings; Structures;	1
57	Structural Engineers	728	4	S01	Safety Engineering, Accident Studies; OSHA	1
60	Transportation Engineers	204	1	S05	Soils and Geologic Studies; Foundations	1
61	Value Engineers	7	0	S09	Structural Design; Special	2
	Other Employees	42552	18	S13	Stormwater Handling & Facilities	1
	Total	50000*	41*	T03	Traffic & Transportation Engineering	1
				T06	Tunnels & Subways	1

*Includes employees of subsidiary entities

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than \$100,000
2. \$100,000 to less than \$250,000
3. \$250,000 to less than \$500,000
4. \$500,000 to less than \$1 million
5. \$1 million to less than \$2 million
6. \$2 million to less than \$5 million
7. \$5 million to less than \$10 million
8. \$10 million to less than \$25 million
9. \$25 million to less than \$50 million
10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE December 13, 2016
c. NAME AND TITLE Robert R. Prud'homme, PE, Senior Project Manager	

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED	2
A. DESCRIPTION OF SERVICES	2
B. SCOPE OF WORK	2
C. STAFFING.....	4
D. QUALITY CONTROL	4
E. TASK ORDERS.....	4
F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	5
G. WORK SCHEDULE AND PROGRESS REPORTS	5
H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS	5
I. DELIVERABLES	6
J. DATE OF COMPLETION	7
ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES.....	8
A. AGREEMENT GENERAL FEE	8
B. METHOD OF COMPENSATION FOR TASK ORDERS	8
C. MODIFIED COST-PLUS-FIXED-FEE FORMAT	8
D. LUMP-SUM FORMAT	12
E. SUBCONSULTANT SUPPORTING SERVICES	12
F. INVOICING AND PAYMENT	12
G. RECORDS - REPORTS.....	13
ARTICLE III - GENERAL PROVISIONS.....	14
A. HEARINGS, ETC.	14
B. CONTRACT PROPOSALS.....	14
ARTICLE IV - STANDARD PROVISIONS	15
A. STANDARD SPECIFICATIONS.....	15
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS.....	15
C. EXTENT OF CONTRACT	15
1. Contingent Nature of Agreement	15
2. Termination	15
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	16
E. ADDITIONAL SERVICES	17
F. OWNERSHIP OF PLANS.....	17
G. SUBLETTING	18
H. GENERAL COMPLIANCE WITH LAWS, ETC.	18
I. BROKERAGE	18
J. CONTRACTUAL RELATIONS.....	19
1. Independent Contractor	19
2. Claims and Indemnification	19
3. Insurance	19
4. No Third-Party Rights	20
5. Construction of Agreement	20

K.	AGREEMENT MODIFICATION	20
L.	EXTENSION OF COMPLETION DATE(S)	20
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	21
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	22
	1. Policy.....	22
	2. Disadvantaged Business Enterprise (DBE) Obligation.....	23
	3. Sanctions for Non-Compliance.	23
O.	DOCUMENTATION.....	23
P.	CLEAN AIR AND WATER ACTS.....	23

ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 30 day of August in the year 2017 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and AECOM Technical Services, Inc. with principal place of business at 515 S. Flower St., Suite 1050, in the City of Los Angeles, State of California, and 1155 Elm Street, Suite 401, in the City of Manchester, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical Turnpike System services, project development, maintenance task support, and special task efforts for the Central and Eastern Turnpikes. These services are outlined in the CONSULTANT'S technical proposal dated March 24, 2017 and revised fee proposal dated July 20, 2017 (AECOM) and July 19, 2017 (CDM Smith), which are hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to, the following:

Provide on-call professional consulting advice, financial and policy planning services, program assessment, legislation, project development, and other professional services in support of the Turnpike System E-ZPass, toll collection system, Capital and Renewal & Replacement programs and maintenance task support in the State of New Hampshire, as well as other Turnpike support services.

B. SCOPE OF WORK

The CONSULTANT may be asked to perform any of the tasks listed below. The DEPARTMENT'S Bureau of Turnpikes will assign tasks to the CONSULTANT as needed. The list below is not intended to be all-inclusive, additional scope items may be added by mutual agreement of the parties.

1. **TRAFFIC AND REVENUE STUDY** – the CONSULTANT may be directed to complete a traffic and revenue study to support possible future bond issuances and to address the financial integrity of the Turnpike System. The CONSULTANT may be asked to represent the DEPARTMENT at bond presentations on Wall Street. The CONSULTANT may be asked to prepare a Turnpike Revenue forecast.
2. **DATA ANALYSIS** – the CONSULTANT may be directed to assist the DEPARTMENT'S E-ZPass Program Manager in analyzing any toll system data to maintain accuracy and reliability, as well as provide recommendation on improved reporting.
3. **TOLL PLAZA DESIGN SERVICES** – the CONSULTANT may be directed to assist the DEPARTMENT with toll plaza design services in the event that a toll plaza conversion to Open Road Tolling or All Electronic Tolling, or expansion project is initiated.
4. **EQUITY STUDY** – the CONSULTANT may be directed to study and analyze the NH Turnpike System in regard to equity. The CONSULTANT may be directed to focus on specific regions of the Turnpike system.
5. **RENEWAL & REPLACEMENT PROGRAM ASSESSMENT**– the CONSULTANT may be directed to review the existing Turnpike System renewal and replacement program. The

ARTICLE I

CONSULTANT may be directed to develop a 10-year renewal and replacement program upon completion of an inspection of the Turnpike System.

6. **RENEWAL AND REPLACEMENT PROJECT DEVELOPMENT** - the CONSULTANT may be directed to work to develop plans, specifications and estimates (PS&E) for individual projects for assets associated with this program.
7. **BENEFIT COST ASSESSMENTS** - the CONSULTANT may be directed to develop a benefit cost assessment of future Capital Program projects in support of the State's Ten Year Plan (TYP).
8. **TURNPIKE SYSTEM ASSET MANAGEMENT & ANALYSIS** - The CONSULTANT may be directed to perform an Independent Engineers assessment of the Turnpike System or parts thereof specifically relating to condition and perform life cycle cost analyses for Turnpike assets.
9. **TURNPIKE SYSTEM O&M MODEL ANALYSIS** - The CONSULTANT may be directed to analyze the operational and maintenance cost of the Turnpike System. The CONSULTANT may be asked to provide a plan for optimizing operations and maintenance that would reduce costs.
10. **PREPARATION AND REPRESENTATION FOR BOND ISSUANCES** - The CONSULTANT may be asked to prepare material for and represent the DEPARTMENT in matters concerning the issuance(s) of bonds as related to the Turnpike System.
11. **HIGH SPEED TOLLING** - the CONSULTANT may be directed to evaluate high-speed open road tolling options for NH toll plazas and provide cost estimates for options presented, as well as complete preliminary layouts and final design plans, as required. The CONSULTANT may be directed to evaluate All Electronic or Open Road Tolling design and oversight of installation for new or retrofit existing facilities.
12. **LEGISLATION** - the CONSULTANT may be directed to assist the DEPARTMENT as needed with any draft legislation related to E-ZPass or toll collection that may be introduced during the contract period.
13. **E-ZPASS REVENUE RECONCILIATION** - provide ongoing support to reconcile E-ZPass revenues expected by the toll system with revenues collected by the CSC.
14. **SITE SPECIFIC ETC TRAFFIC ANALYSIS** - the CONSULTANT may be directed to perform a traffic analysis, as directed, at specific toll plazas to provide optimum lane utilization in mixed-mode lanes and E-ZPass Only lanes.
15. **SIGNING ANALYSIS** - the CONSULTANT may be directed to review the DEPARTMENT'S signage and make recommendations for improvement as required.

ARTICLE I

16. **RFQ/RFP AND CONTRACT DEVELOPMENT** - Guidance, support and document development for special projects such as rest area redevelopment, air/noise/soundwall studies, etc.

17. **SPECIAL ASSIGNMENTS** - the CONSULTANT may be asked to assist the DEPARTMENT on any necessary assignment, not mentioned above, by mutual agreement of the parties.

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the personnel changes in writing and provide resumes for the new individuals at least 14 days in advance of the proposed personnel changes, for review by the DEPARTMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for non-compliant work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order.

ARTICLE I

Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials, in electronic and/or hardcopy format, as needed to perform the assigned work.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization To Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

When plan submissions are required, each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

ARTICLE I

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

I. DELIVERABLES

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

- Word Processing: Microsoft Word 2010 or NHDOT compatible version
- Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- Databases: Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

Computer File Exchange Media: Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

- Compact Disc (CD): Files on CD(s) should be actual size, not compressed.
- DVD: Files on DVD(s) should be actual size, not compressed.
- Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

ARTICLE I

Copies: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (*.DGN), Microsoft Word (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is **October 31, 2020**, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$750,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$750,000.00 total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this agreement will either be a **Modified Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

The following costing items are incorporated as part of this AGREEMENT:

1. **Task Order Cost** - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

2. **Contract Labor Rates** – The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ \hline = & \text{Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*

*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

ARTICLE II

subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order. (The annual contract adjustment rate is set by the DEPARTMENT’S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$60.00 per hour maximum direct labor rate translates to a \$141.05 per hour maximum contract labor rate for AECOM; and \$159.33 per hour maximum contract labor rate for CDM Smith, Inc.

CONTRACT LABOR RATES (PER HOUR) - AECOM

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Sr. Project Manager*	\$175.96	\$175.96	\$175.96	\$
Sr. Technical Advisor	\$141.05	\$141.05	\$141.05	\$
Project Safety Professional	\$98.20	\$101.14	\$104.18	\$
Sr. Tolling Professional 2*	\$244.56	\$244.56	\$244.56	\$
Sr. Tolling Professional 1*	\$185.46	\$185.46	\$185.46	\$
Sr. Noise/Air/Env Professional	\$141.05	\$141.05	\$141.05	\$
Noise/Air/Env Professional	\$89.91	\$92.61	\$95.39	\$
Sr. Asset Management Professional*	\$177.92	\$177.92	\$177.92	\$
Asset Management Professional	\$86.15	\$88.74	\$91.40	\$
Sr. Structural Engineer	\$141.05	\$141.05	\$141.05	\$

ARTICLE II

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Structural Engineer	\$109.54	\$112.83	\$116.22	\$
Sr. Geotechnical Engineer	\$141.05	\$141.05	\$141.05	\$
Geotechnical Engineer	\$107.74	\$110.97	\$114.30	\$
Sr. Traffic Engineer/Planner	\$141.05	\$141.05	\$141.05	\$
Traffic Engineer	\$95.29	\$98.15	\$101.10	\$
ITS Engineer/ Designer	\$112.21	\$115.57	\$119.04	\$
Sr. Civil Engineer	\$131.49	\$135.44	\$139.50	\$
Civil Engineer	\$89.11	\$91.79	\$94.54	\$
Sr. CAD/Technician	\$119.83	\$123.42	\$127.12	\$
CAD/Technician	\$83.13	\$85.62	\$88.19	\$
Administrative	\$74.64	\$76.88	\$79.19	\$

* The maximum contract labor rate allowed for these classifications shall normally be \$141.05 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

CONTRACT LABOR RATES (PER HOUR) – CDM Smith

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Sr. Traffic & Revenue Project Manager*	\$251.82	\$251.82	\$251.82	\$
Sr. Technical Tolling/Policy Advisor*	\$360.11	\$360.11	\$360.11	\$
Sr. Toll Technology/Operations Professional*	\$299.94	\$299.94	\$299.94	\$
Toll Technology/Operations Professional	\$123.35	\$127.05	\$130.86	\$
Sr. Toll Modeler*	\$211.80	\$211.80	\$211.80	\$
Toll Modeler	\$137.66	\$141.79	\$146.04	\$
Sr. Traffic & Revenue AET Specialist*	\$203.41	\$203.41	\$203.41	\$
Traffic & Revenue Task Manager	\$155.51	\$159.33	\$159.33	\$

ARTICLE II

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Sr. Planner/Analyst	\$117.47	\$121.00	\$124.63	\$
Planner/Analyst	\$92.61	\$95.38	\$98.25	\$
Sr. Tolling Specialist*	\$266.61	\$266.61	\$266.61	\$
Sr. P3/Financial Professional*	\$294.87	\$294.87	\$294.87	\$
Economist	\$109.19	\$112.47	\$115.84	\$
CAD/Technician	\$101.15	\$104.18	\$107.31	\$
Administrative	\$95.05	\$97.91	\$100.84	\$

* The maximum contract labor rate allowed for these classifications shall normally be \$159.33 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

4. **Overhead Factor** - The negotiated overhead factors shall remain fixed at those rates for the life of the Contract and shall not be subject to change as a result of a final audit.
AECOM Technical Services, Inc.: 135.09%
CDM Smith Inc.: 165.55%

5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.

ARTICLE II

6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** - Subconsultant Partner CDM Smith Inc. shall be reimbursed in the same manner as the prime consultant using the contact labor rates included in this agreement. Subconsultant costs for any additional subconsultants added during the course of the AGREEMENT may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

E. SUBCONSULTANT SUPPORTING SERVICES

(CDM Smith Inc. is considered a Subconsultant Partner. No additional Subconsultant Supporting Services beyond were anticipated during negotiations for this AGREEMENT.)

F. INVOICING and PAYMENT

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;

ARTICLE II

- (d) Amount due for each item being billed (modified cost-plus-fixed-fee format);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)
- (g) Percentage of contract complete

The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format Task Order shall be based upon the overall percentage complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

G. RECORDS - REPORTS

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 1155 Elm Street, Suite 401, Manchester, NH.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project

ARTICLE IV

contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the

ARTICLE IV

survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

ARTICLE IV

G. SUBLETTING

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE IV

J. CONTRACTUAL RELATIONS

1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall

ARTICLE IV

extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and

4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

ARTICLE IV

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) **COMPLIANCE**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions

ARTICLE IV

as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues:

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

ARTICLE IV

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, , religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

P. CLEAN AIR AND WATER ACTS

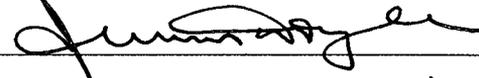
If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT , proposed subconsultant _____, hereby certifies that it has , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has , has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

AECOM Technical Services, Inc.
(Company)

By: 
Associate Vice President
(Title)

Date: 8/30/2017

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Associate Vice President and duly-authorized representative of the firm of AECOM Technical Services, Inc., and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

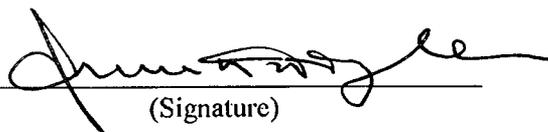
except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

8/30/2017

(Date)


(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

9/14/17

(Date)

P. F. SA

(Signature)

Attachment 5

**CERTIFICATION FOR FEDERAL-AID CONTRACTS
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 9

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

Consultant

WITNESS TO THE CONSULTANT

By: [Signature]
TRANSPORTATION PLANNER

Dated: 8/30/2017

CONSULTANT

By: [Signature]
Associate Vice President
(TITLE)

Dated: 8/30/2017

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 9/14/17

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development
F02 DOT COMMISSIONER

Dated: 9/14/17

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 11/20/2017
[Signature]

By: [Signature]
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

Dated: _____

Attest:

By: _____
Secretary of State

AECOM TECHNICAL SERVICES, INC.
CERTIFICATE OF ASSISTANT SECRETARY

The undersigned, Robert K. Orlin, hereby certifies that he is now and at all times relevant hereto has been the duly elected and acting Assistant Secretary of AECOM Technical Services, Inc., Inc., a California corporation, and that the following resolutions amending the Restated By-Laws of said corporation were duly adopted by Unanimous Action of the Board of Directors of this corporation on November 1, 2009:

RESOLVED that, Section 16 of Article IX of the Restated By-Laws of this Corporation be amended to read as follows:

“Section 16. CONTRACTS, LEGAL INSTRUMENTS, ETC., HOW EXECUTED.
Any officer of this corporation holding the title of Senior Vice President or higher, or any other person designated by resolution of the Board of Directors, may execute contracts or other legal instruments on behalf of the corporation or its divisions.”

The undersigned does further certify that the foregoing resolution has not been revoked, amended or modified, and is in full force and effect as of the date hereof.

The undersigned does further certify that, in accordance with Section 16, Article IX of the By-Laws of said corporation, the Board of Directors, has designated that James A. Doyle, Associate Vice President, may execute contracts or other legal instruments (“Documents”) on behalf of the corporation or its divisions, and more specifically Documents pertaining to the Statewide On-Call Turnpike System Services - 41359.

IN WITNESS WHEREOF, The undersigned has executed this Certificate of Assistant Secretary and has affixed the corporate seal of this corporation this 30th day of August, 2017.

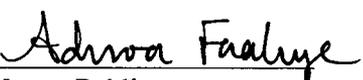
AECOM TECHNICAL SERVICES, INC.

By 
Robert K. Orlin, Assistant Secretary

(CORPORATE SEAL)

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On this 30th day of August 2017, before me, a Notary Public in and for the State of New York, personally appeared Robert K. Orlin who acknowledged himself to be the Assistant Secretary of AECOM Technical Services, Inc., and that he, as such Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Assistant Secretary of the corporation.


Notary Public
ADWOA FAAKYE
Notary Public, State of New York
No. 01FA6206838
Qualified in New York County **21**
Commission Expires August 1, 20**17**

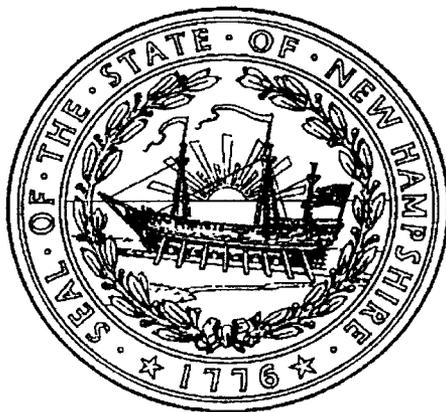
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AECOM TECHNICAL SERVICES, INC. is a California Profit Corporation registered to transact business in New Hampshire on September 27, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 237154



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of August A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



ADDITIONAL REMARKS SCHEDULE

GENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 1155 Elm Street, Suite 401 Manchester, NH 03101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
0910715	The Insurance Company of the State of Pennsylvania - NAIC #19429	OH, Ohio Qualified Self Insured (QSI)
014629409	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014629410	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014629408	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA, ND, OH, WA, WI, WY
014629406	American Home Assurance Company - NAIC #19380	CA
014629407	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK, AL, AR, AZ, CO, CT, DC, DE, GA, HI, IA, ID, IL, IN, KS KY, LA, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED.....	2
A. DESCRIPTION OF SERVICES	2
B. SCOPE OF WORK	2
C. STAFFING.....	4
D. QUALITY CONTROL	4
E. TASK ORDERS.....	4
F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	5
G. WORK SCHEDULE AND PROGRESS REPORTS	5
H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS.....	5
I. DELIVERABLES	6
J. DATE OF COMPLETION	7
ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES.....	8
A. AGREEMENT GENERAL FEE	8
B. METHOD OF COMPENSATION FOR TASK ORDERS	8
C. MODIFIED COST-PLUS-FIXED-FEE FORMAT.....	8
D. LUMP-SUM FORMAT	11
E. SUBCONSULTANT SUPPORTING SERVICES	11
F. INVOICING AND PAYMENT.....	11
G. RECORDS - REPORTS	12
ARTICLE III - GENERAL PROVISIONS.....	13
A. HEARINGS, ETC.....	13
B. CONTRACT PROPOSALS.....	13
ARTICLE IV - STANDARD PROVISIONS	14
A. STANDARD SPECIFICATIONS	14
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS	14
C. EXTENT OF CONTRACT.....	14
1. Contingent Nature of Agreement	14
2. Termination	14
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	15
E. ADDITIONAL SERVICES	16
F. OWNERSHIP OF PLANS.....	16
G. SUBLETTING	16
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	17
I. BROKERAGE	17
J. CONTRACTUAL RELATIONS.....	17
1. Independent Contractor	17
2. Claims and Indemnification	17
3. Insurance	18
4. No Third-Party Rights.....	19
5. Construction of Agreement	19
K. AGREEMENT MODIFICATION	19

L.	EXTENSION OF COMPLETION DATE(S)	19
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	19
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	21
	1. Policy.....	21
	2. Disadvantaged Business Enterprise (DBE) Obligation.....	21
	3. Sanctions for Non-Compliance.....	21
O.	DOCUMENTATION.....	22
P.	CLEAN AIR AND WATER ACTS.....	22

ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 1 day of September in the year 2017 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and HNTB Corporation, with principal place of business at P.O. Box 419299, in the City of Kansas City, State of Missouri, and local branch office at 340 County Road, Suite 6-C, in the City of Westbrook, State of Maine, and hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical Turnpike System services, project development, maintenance task support, and special task efforts for the Central and Eastern Turnpikes. These services are outlined in the CONSULTANT'S technical proposal dated March 24, 2017 and revised fee proposal dated July 21, 2017 which are hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to, the following:

Provide on-call professional consulting advice, financial and policy planning services, program assessment, legislation, project development, and other professional services in support of the Turnpike System E-ZPass, toll collection system, Capital and Renewal & Replacement programs and maintenance task support in the State of New Hampshire, as well as other Turnpike support services.

B. SCOPE OF WORK

The CONSULTANT may be asked to perform any of the tasks listed below. The DEPARTMENT'S Bureau of Turnpikes will assign tasks to the CONSULTANT as needed. The list below is not intended to be all-inclusive, additional scope items may be added by mutual agreement of the parties.

1. **TRAFFIC AND REVENUE STUDY** – the CONSULTANT may be directed to complete a traffic and revenue study to support possible future bond issuances and to address the financial integrity of the Turnpike System. The CONSULTANT may be asked to represent the DEPARTMENT at bond presentations on Wall Street. The CONSULTANT may be asked to prepare a Turnpike Revenue forecast.
2. **DATA ANALYSIS** – the CONSULTANT may be directed to assist the DEPARTMENT'S E-ZPass Program Manager in analyzing any toll system data to maintain accuracy and reliability, as well as provide recommendation on improved reporting.
3. **TOLL PLAZA DESIGN SERVICES** – the CONSULTANT may be directed to assist the DEPARTMENT with toll plaza design services in the event that a toll plaza conversion to Open Road Tolling or All Electronic Tolling, or expansion project is initiated.
4. **EQUITY STUDY** – the CONSULTANT may be directed to study and analyze the NH Turnpike System in regard to equity. The CONSULTANT may be directed to focus on specific regions of the Turnpike system.
5. **RENEWAL & REPLACEMENT PROGRAM ASSESSMENT**– the CONSULTANT may be directed to review the existing Turnpike System renewal and replacement program. The

ARTICLE I

CONSULTANT may be directed to develop a 10-year renewal and replacement program upon completion of an inspection of the Turnpike System.

6. **RENEWAL AND REPLACEMENT PROJECT DEVELOPMENT** - the CONSULTANT may be directed to work to develop plans, specifications and estimates (PS&E) for individual projects for assets associated with this program.
7. **BENEFIT COST ASSESSMENTS** - the CONSULTANT may be directed to develop a benefit cost assessment of future Capital Program projects in support of the State's Ten Year Plan (TYP).
8. **TURNPIKE SYSTEM ASSET MANAGEMENT & ANALYSIS** - The CONSULTANT may be directed to perform an Independent Engineers assessment of the Turnpike System or parts thereof specifically relating to condition and perform life cycle cost analyses for Turnpike assets.
9. **TURNPIKE SYSTEM O&M MODEL ANALYSIS** - The CONSULTANT may be directed to analyze the operational and maintenance cost of the Turnpike System. The CONSULTANT may be asked to provide a plan for optimizing operations and maintenance that would reduce costs.
10. **PREPARATION AND REPRESENTATION FOR BOND ISSUANCES** - The CONSULTANT may be asked to prepare material for and represent the DEPARTMENT in matters concerning the issuance(s) of bonds as related to the Turnpike System.
11. **HIGH SPEED TOLLING** - the CONSULTANT may be directed to evaluate high-speed open road tolling options for NH toll plazas and provide cost estimates for options presented, as well as complete preliminary layouts and final design plans, as required. The CONSULTANT may be directed to evaluate All Electronic or Open Road Tolling design and oversight of installation for new or retrofit existing facilities.
12. **LEGISLATION** - the CONSULTANT may be directed to assist the DEPARTMENT as needed with any draft legislation related to E-ZPass or toll collection that may be introduced during the contract period.
13. **E-ZPASS REVENUE RECONCILIATION** - provide ongoing support to reconcile E-ZPass revenues expected by the toll system with revenues collected by the CSC.
14. **SITE SPECIFIC ETC TRAFFIC ANALYSIS** - the CONSULTANT may be directed to perform a traffic analysis, as directed, at specific toll plazas to provide optimum lane utilization in mixed-mode lanes and E-ZPass Only lanes.
15. **SIGNING ANALYSIS** - the CONSULTANT may be directed to review the DEPARTMENT'S signage and make recommendations for improvement as required.

ARTICLE I

16. **RFQ/RFP AND CONTRACT DEVELOPMENT** - Guidance, support and document development for special projects such as rest area redevelopment, air/noise/soundwall studies, etc.

17. **SPECIAL ASSIGNMENTS** - the CONSULTANT may be asked to assist the DEPARTMENT on any necessary assignment, not mentioned above, by mutual agreement of the parties.

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the personnel changes in writing and provide resumes for the new individuals at least 14 days in advance of the proposed personnel changes, for review by the DEPARTMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for non-compliant work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S

ARTICLE I

proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials, in electronic and/or hardcopy format, as needed to perform the assigned work.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization To Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

When plan submissions are required, each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

ARTICLE I

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

I. DELIVERABLES

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

- Word Processing: Microsoft Word 2010 or NHDOT compatible version
- Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- Databases: Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

Computer File Exchange Media: Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

ARTICLE I

Copies: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (*.DGN), Microsoft Word (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is **October 31, 2020**, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$750,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$750,000.00 total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this agreement will either be a **Modified Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

The following costing items are incorporated as part of this AGREEMENT:

1. **Task Order Cost** - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ = & \text{ Task Order Cost} \end{aligned}$$

2. **Contract Labor Rates** – The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ = & \text{ Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*

*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates

ARTICLE II

that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT’S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$60.00 per hour maximum direct labor rate translates to a \$147.82 per hour maximum contract labor rate.

CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Principal in Charge*	\$298.40	\$298.40	\$298.40	\$
Project Manager 2*	\$228.24	\$228.24	\$228.24	\$
Project Manager 1*	\$158.47	\$158.47	\$158.47	\$
Senior Engineer	\$131.07	\$135.00	\$139.05	\$
Engineer	\$89.28	\$91.96	\$94.72	\$
Junior Engineer	\$67.77	\$69.80	\$71.90	\$
Planner*	\$144.37	\$148.70	\$148.70	\$
Senior Toll Engineer 2*	\$266.47	\$266.47	\$266.47	\$
Senior Toll Engineer 1*	\$183.15	\$183.15	\$183.15	\$
Senior Environmental Engineer*	\$183.59	\$183.59	\$183.59	\$
Environmental Engineer	\$97.96	\$100.90	\$103.92	\$

ARTICLE II

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Senior Architect*	\$159.45	\$159.45	\$159.45	\$
Architect	\$85.15	\$87.70	\$90.33	\$
Senior Financial Analyst*	\$199.17	\$199.17	\$199.17	\$
Project Administrator	\$86.92	\$89.53	\$92.21	\$
Technician	\$47.89	\$49.33	\$50.81	\$
Graphics and Marketing	\$101.07	\$104.10	\$107.23	\$
Intern	\$49.27	\$50.75	\$52.27	\$

* The maximum contract labor rate allowed for these positions shall normally be \$147.82 per hour (except Planner base period), but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.
4. **Overhead Factor** - The negotiated overhead factor (146.37%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings,

ARTICLE II

laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

E. SUBCONSULTANT SUPPORTING SERVICES

(Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.)

F. INVOICING and PAYMENT

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost-plus-fixed-fee format);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)
- (g) Percentage of contract complete

The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer

ARTICLE II

than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format Task Order shall be based upon the overall percentage complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

G. RECORDS - REPORTS

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 340 County Road, Suite 6-C, Westbrook, Maine.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory

ARTICLE IV

completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to

ARTICLE IV

perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional

ARTICLE IV

liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

J. CONTRACTUAL RELATIONS

1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly

ARTICLE IV

resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

- c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the

ARTICLE IV

AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)

COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including

ARTICLE IV

procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE IV

- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, , religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

ARTICLE IV

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

P. CLEAN AIR AND WATER ACTS

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT X, proposed subconsultant _____, hereby certifies that it has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

HNTB CORPORATION

(Company)

By: 

VICE PRESIDENT

(Title)

Date: September 1, 2017

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

Attachment 2

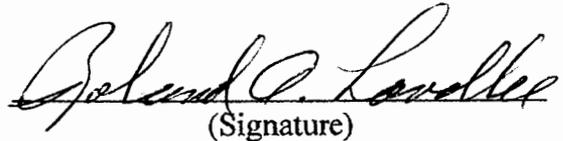
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

September 1, 2017

(Date)


Roland O. Lovell

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the VICE PRESIDENT and duly-authorized representative of the firm of HNTB CORPORATION, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

September 1, 2017
(Date)


(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

9/14/17
(Date)


(Signature)

Attachment 5

**CERTIFICATION FOR FEDERAL-AID CONTRACTS
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 9

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

Consultant

WITNESS TO THE CONSULTANT

By: Cheryl Butler
PA

Dated: 9-1-17

CONSULTANT

By: Gerald A. Lovell
VICE PRESIDENT
(TITLE)

Dated: September 1, 2017

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Brown

Dated: 9/14/17

THE STATE OF NEW HAMPSHIRE

By: PF SA
Director of Project Development
FOR DOT COMMISSIONER

Dated: 9/14/17

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 11/20/17

By: Allen B. Greenstein
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

Dated: _____

Attest:

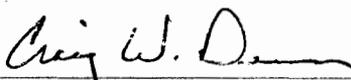
By: _____
Secretary of State

CERTIFICATION OF AUTHORITY

State of Missouri)

County of Jackson)

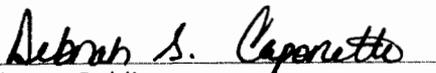
I, Craig W. Denson, being first duly sworn according to law, depose and say that I am the Corporate Secretary of HNTB Corporation. The attached is a complete, true and correct copy of a Certificate of Authority certifying that Roland A. Lavalley – Vice President, has been authorized by the Board of Directors of the Corporation to enter into agreements and contracts for usual and customary engineering and planning services with the New Hampshire Department of Transportation, in particular the referenced Statewide On-Call Turnpike System Services project 41357, and to incur ordinary and necessary obligations in connection therewith in the name of and on behalf of HNTB Corporation.



Corporate Secretary

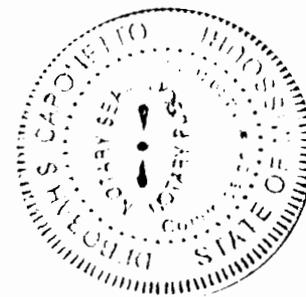
Date: September 1, 2017

Subscribed and sworn to and before me this 1st day of September, 2017


Notary Public

My commission expires:

DEBORAH S. CAPONETTO
Notary Public
Commissioned for Jackson County
My Commission Expires: August 21, 2018
Commission Number 14394635



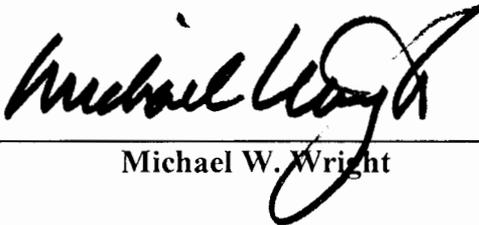
CERTIFICATE OF AUTHORITY

AND

POWER OF ATTORNEY

The undersigned, President of HNTB Maine, Inc., a Maine corporation, (the "Corporation") hereby certifies that ROLAND A. LAVALLEE has been authorized by the Board of Directors of the Corporation, commencing as of the date hereof, to enter into agreements and contracts for usual and customary architectural, engineering, planning, and management professional services, and to incur ordinary and necessary obligations in connection therewith, in the name of and on behalf of the Corporation, and the Corporation shall be bound thereby. The Corporation hereby ratifies and confirms any action taken by such individual pursuant to this certificate. Such authority shall expire as of May 31, 2018.

Date: May 15, 2017

By: 
Michael W. Wright

State of Missouri

County of Jackson

On May 15, 2017, before me a Notary Public, in and for the county and state aforesaid, personally appeared Michael W. Wright, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of the Corporation, and being duly sworn, did state upon oath that he is the President of HNTB Maine, Inc., and as such is authorized to execute this instrument and make this acknowledgment on behalf of the Corporation.

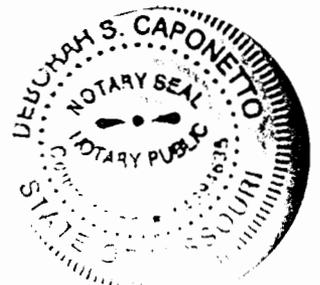
In testimony whereof, I have hereunto set my hand and affixed my official seal on May 15, 2017.



Notary Public

My commission expires:

August 21, 2018



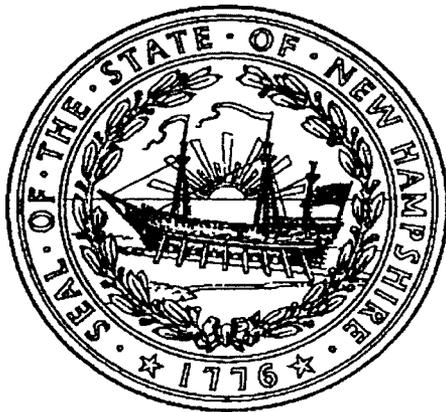
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HNTB CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 22, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 182502



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of September A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: Business Insurance Manager PHONE (A/C, No. Ext): 816-527-2511 E-MAIL ADDRESS: businessinsurancemgr@hntb.com	FAX (A/C, No): 816-472-4060
INSURED HNTB Corporation 340 County Road, Suite 6C Westbrook, ME 04092		INSURER(S) AFFORDING COVERAGE	
		INSURER A: LIBERTY INS CORP	NAIC # 42404
		INSURER B: LIBERTY MUT FIRE INS CO	23035
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 50720950 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB7-641-433035-217	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
-	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AS2-641-433035-207	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA2-64D-433035-667	01/01/17	01/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 HNTB Job 69483; STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION; STATEWIDE ON-CALL TURNPIKE SYSTEM SERVICES; # 41357
 If required by a written agreement, the State of New Hampshire is an additional insured as respects general liability, subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER HNTB Job 69483 # 41357 State of New Hampshire Department of Transportation Hazan Drive Concord, NH 03302 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED	2
A. DESCRIPTION OF SERVICES	2
B. SCOPE OF WORK	2
C. STAFFING	4
D. QUALITY CONTROL	4
E. TASK ORDERS	4
F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION	5
G. WORK SCHEDULE AND PROGRESS REPORTS	5
H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS	5
I. DELIVERABLES	5
J. DATE OF COMPLETION	7
ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES.....	8
A. AGREEMENT GENERAL FEE	8
B. METHOD OF COMPENSATION FOR TASK ORDERS	8
C. MODIFIED COST-PLUS-FIXED-FEE FORMAT	8
D. LUMP-SUM FORMAT	10
E. SUBCONSULTANT SUPPORTING SERVICES	11
F. INVOICING AND PAYMENT	11
G. RECORDS - REPORTS.....	11
ARTICLE III - GENERAL PROVISIONS.....	13
A. HEARINGS, ETC.	13
B. CONTRACT PROPOSALS.....	13
ARTICLE IV - STANDARD PROVISIONS	14
A. STANDARD SPECIFICATIONS.....	14
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS.....	14
C. EXTENT OF CONTRACT	14
1. Contingent Nature of Agreement	14
2. Termination	14
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS	15
E. ADDITIONAL SERVICES	16
F. OWNERSHIP OF PLANS.....	16
G. SUBLETTING	17
H. GENERAL COMPLIANCE WITH LAWS, ETC.	17
I. BROKERAGE	17
J. CONTRACTUAL RELATIONS.....	18
1. Independent Contractor	18
2. Claims and Indemnification	18
3. Insurance	18
4. No Third-Party Rights	19
5. Construction of Agreement	19

K.	AGREEMENT MODIFICATION	19
L.	EXTENSION OF COMPLETION DATE(S)	19
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE	20
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS	21
	1. Policy.....	21
	2. Disadvantaged Business Enterprise (DBE) Obligation.....	22
	3. Sanctions for Non-Compliance	22
O.	DOCUMENTATION.....	22
P.	CLEAN AIR AND WATER ACTS.....	22

ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 2 day of Oct. in the year 2017 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Jacobs Engineering Group Inc., with principal place of business at 1111 S. Arroyo Parkway, in the City of Pasadena, State of California, and NH Branch Office at 2 Executive Park Drive, in the City of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical Turnpike System services, project development, maintenance task support, and special task efforts for the Central and Eastern Turnpikes. These services are outlined in the CONSULTANT'S technical proposal dated March 24, 2017 and revised fee proposal dated June 5, 2017 which are hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to, the following:

Provide on-call professional consulting advice, financial and policy planning services, program assessment, legislation, project development, and other professional services in support of the Turnpike System E-ZPass, toll collection system, Capital and Renewal & Replacement programs and maintenance task support in the State of New Hampshire, as well as other Turnpike support services.

B. SCOPE OF WORK

The CONSULTANT may be asked to perform any of the tasks listed below. The DEPARTMENT'S Bureau of Turnpikes will assign tasks to the CONSULTANT as needed. The list below is not intended to be all-inclusive, additional scope items may be added by mutual agreement of the parties.

1. **TRAFFIC AND REVENUE STUDY** – the CONSULTANT may be directed to complete a traffic and revenue study to support possible future bond issuances and to address the financial integrity of the Turnpike System. The CONSULTANT may be asked to represent the DEPARTMENT at bond presentations on Wall Street. The CONSULTANT may be asked to prepare a Turnpike Revenue forecast.
2. **DATA ANALYSIS** – the CONSULTANT may be directed to assist the DEPARTMENT'S E-ZPass Program Manager in analyzing any toll system data to maintain accuracy and reliability, as well as provide recommendation on improved reporting.
3. **TOLL PLAZA DESIGN SERVICES** – the CONSULTANT may be directed to assist the DEPARTMENT with toll plaza design services in the event that a toll plaza conversion to Open Road Tolling or All Electronic Tolling, or expansion project is initiated.
4. **EQUITY STUDY** – the CONSULTANT may be directed to study and analyze the NH Turnpike System in regard to equity. The CONSULTANT may be directed to focus on specific regions of the Turnpike system.
5. **RENEWAL & REPLACEMENT PROGRAM ASSESSMENT**– the CONSULTANT may be directed to review the existing Turnpike System renewal and replacement program. The

ARTICLE I

CONSULTANT may be directed to develop a 10-year renewal and replacement program upon completion of an inspection of the Turnpike System.

6. **RENEWAL AND REPLACEMENT PROJECT DEVELOPMENT** - the CONSULTANT may be directed to work to develop plans, specifications and estimates (PS&E) for individual projects for assets associated with this program.
7. **BENEFIT COST ASSESSMENTS** - the CONSULTANT may be directed to develop a benefit cost assessment of future Capital Program projects in support of the State's Ten Year Plan (TYP).
8. **TURNPIKE SYSTEM ASSET MANAGEMENT & ANALYSIS** - The CONSULTANT may be directed to perform an Independent Engineers assessment of the Turnpike System or parts thereof specifically relating to condition and perform life cycle cost analyses for Turnpike assets.
9. **TURNPIKE SYSTEM O&M MODEL ANALYSIS** - The CONSULTANT may be directed to analyze the operational and maintenance cost of the Turnpike System. The CONSULTANT may be asked to provide a plan for optimizing operations and maintenance that would reduce costs.
10. **PREPARATION AND REPRESENTATION FOR BOND ISSUANCES** - The CONSULTANT may be asked to prepare material for and represent the DEPARTMENT in matters concerning the issuance(s) of bonds as related to the Turnpike System.
11. **HIGH SPEED TOLLING** - the CONSULTANT may be directed to evaluate high-speed open road tolling options for NH toll plazas and provide cost estimates for options presented, as well as complete preliminary layouts and final design plans, as required. The CONSULTANT may be directed to evaluate All Electronic or Open Road Tolling design and oversight of installation for new or retrofit existing facilities.
12. **LEGISLATION** - the CONSULTANT may be directed to assist the DEPARTMENT as needed with any draft legislation related to E-ZPass or toll collection that may be introduced during the contract period.
13. **E-ZPASS REVENUE RECONCILIATION** - provide ongoing support to reconcile E-ZPass revenues expected by the toll system with revenues collected by the CSC.
14. **SITE SPECIFIC ETC TRAFFIC ANALYSIS** - the CONSULTANT may be directed to perform a traffic analysis, as directed, at specific toll plazas to provide optimum lane utilization in mixed-mode lanes and E-ZPass Only lanes.
15. **SIGNING ANALYSIS** - the CONSULTANT may be directed to review the DEPARTMENT'S signage and make recommendations for improvement as required.

ARTICLE I

16. **RFQ/RFP AND CONTRACT DEVELOPMENT** - Guidance, support and document development for special projects such as rest area redevelopment, air/noise/soundwall studies, etc.

17. **SPECIAL ASSIGNMENTS** - the CONSULTANT may be asked to assist the DEPARTMENT on any necessary assignment, not mentioned above, by mutual agreement of the parties.

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the personnel changes in writing and provide resumes for the new individuals at least 14 days in advance of the proposed personnel changes, for review by the DEPARTMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for non-compliant work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order.

ARTICLE I

Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials, in electronic and/or hardcopy format, as needed to perform the assigned work.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization To Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

When plan submissions are required, each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

ARTICLE I

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

I. DELIVERABLES

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing: Microsoft Word 2010 or NHDOT compatible version

Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version

Databases: Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

Computer File Exchange Media: Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

ARTICLE I

Copies: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (*.DGN), Microsoft Word (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is **October 31, 2020**, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$750,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$750,000.00 total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this agreement will either be a **Modified Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

The following costing items are incorporated as part of this AGREEMENT:

1. **Task Order Cost** - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

2. **Contract Labor Rates** – The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ \hline = & \text{Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*

*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

ARTICLE II

subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order. (The annual contract adjustment rate is set by the DEPARTMENT'S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$60.00 per hour maximum direct labor rate translates to a \$128.20 per hour maximum contract labor rate.

CONTRACT LABOR RATES (PER HOUR)

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>	
Project Director*	\$192.29	\$192.29	\$192.29	\$
Program Manager*	\$195.25	\$195.25	\$195.25	\$
Senior Professional	\$125.70	\$128.20	\$128.20	\$
Professional II	\$127.70	\$128.20	\$128.20	\$
Professional I	\$118.72	\$122.28	\$125.95	\$
Junior Professional II	\$90.46	\$93.18	\$95.97	\$
Junior Professional I	\$81.11	\$83.54	\$86.04	\$
Technician	\$53.59	\$55.19	\$56.85	\$

* The maximum contract labor rate allowed for these classifications shall normally be \$128.20 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services

ARTICLE II

work when authorized in writing in advance by the DEPARTMENT. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.
4. **Overhead Factor** - The negotiated overhead factor (113.66%) shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit.
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.
6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the

ARTICLE II

DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

E. SUBCONSULTANT SUPPORTING SERVICES

(Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.)

F. INVOICING and PAYMENT

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost-plus-fixed-fee format);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)
- (g) Percentage of contract complete

The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format Task Order shall be based upon the overall percentage complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

G. RECORDS - REPORTS

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all

ARTICLE II

reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 2 Executive Park Drive, Bedford, NH.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project

ARTICLE IV

contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the

ARTICLE IV

survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

ARTICLE IV

G. SUBLETTING

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE IV

J. CONTRACTUAL RELATIONS

1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall

ARTICLE IV

extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and

4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

ARTICLE IV

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)

COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions

ARTICLE IV

as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

ARTICLE IV

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, , religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

P. CLEAN AIR AND WATER ACTS

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT _ Jacobs Engineering Group, Inc. , hereby certifies that it has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Jacobs Engineering Group, Inc.

(Company)

By: _____

Eric Dillinger

(Title)

Vice President

Date: October 2, 2017

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE:** TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.

Attachment 2

**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

October 2, 2017

(Date)



(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

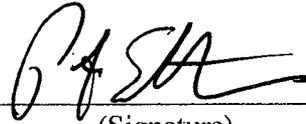
I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

11/8/17

(Date)



(Signature)

Attachment 5

**CERTIFICATION FOR FEDERAL-AID CONTRACTS
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



Eric Dillinger
Vice President

Attachment 9

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

Consultant

WITNESS TO THE CONSULTANT

By: 
James M. John III

Dated: October 2, 2017

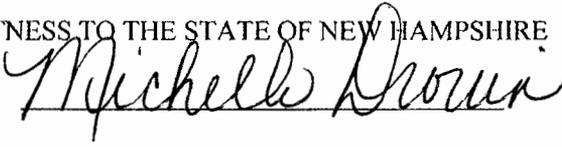
CONSULTANT

By: 
Eric Dillinger
Vice President

Dated: October 2, 2017

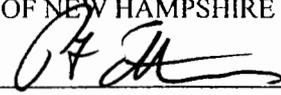
Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: 

Dated: 11/8/17

THE STATE OF NEW HAMPSHIRE

By: 
Director of Project Development
for DOT COMMISSIONER

Dated: 11/8/17

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 11/20/17

By: 
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

Dated: _____

Attest:

By: _____
Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Scher, do certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the united State of America (the "Company"). I do further certify that Eric Dillinger is a Vice President of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, for this Statewide On Call Contract (41358) for Turnpike System Services. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the Corporate Seal of the Company on this 2nd day of October, 2017.

A handwritten signature in black ink, appearing to read 'BS', is written over a horizontal line.

Brian Scher
Assistant Secretary

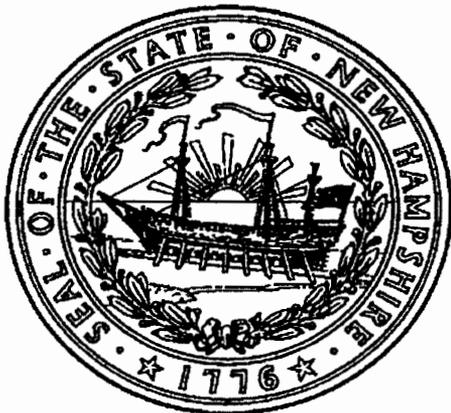
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JACOBS ENGINEERING GROUP INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 30, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 255464



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of October A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

